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VOL. XLVIII., No. 45.

The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 10, 1904.

* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

Contents.

| | | | |
|------------------------------------|-----|-------------------------------|-----|
| CURRENT TOPICS | 721 | LEGAL NEWS | 725 |
| THE LIABILITY OF A PRINCIPAL UNDER | | WINDING-UP NOTICES | 726 |
| A WRITTEN AUTHORITY GIVES TO AN | | CREDITORS NOTICES | 726 |
| AGENT | 723 | BANKRUPTCY NOTICES | 727 |
| OBITUARY | 725 | PUBLIC GENERAL STATUTES | |

Cases Reported this Week.

Neustadter Volksbank v. Sheba Gold Mining Co. (Lim) and
Kilsch 724
Corporation of Oldham v. Bank of England 724

Current Topics.

THE LAW SOCIETY have issued a full prospectus and time-table of the lectures and classes of the Society for the term commencing the 14th of September and ending the 4th of November. It comprises a very complete course of teaching for the Intermediate and Final Examinations, and the fees are very moderate.

THE DISCUSSIONS which at this period of the year invariably arise as to the duration of the legal vacation may turn our attention to the arrangements for the rising of the French courts. The French vacation begins in the middle of August and finishes in the middle of October, having at an earlier period of history begun on the 7th of September and terminated on the 11th of November. It will be seen, therefore, that in a country where the summer temperature is on the average higher than in this country, the sittings have always occupied a larger proportion of the warm months. There is no reason to suppose that this delay in rising is due to the fact that the judges and officials find their labours less trying than those of the English courts. One of the most eminent of the French judicial functionaries was accustomed to say that the 7th of September was always the finest day in the year.

IN AN interesting letter which Mr. FRANCIS K. MUNTON has addressed to the *Times*, and which appeared in the issue of the 2nd inst., he calls attention to one of the chief defects in the arrangements for the hearing of causes. An ideal system of justice requires that suitors should have their cases heard with promptitude, and also that they should know beforehand with reasonable certainty on which day their case will be taken. In the matter of promptitude the Master of the Rolls recently claimed that, in some departments of litigation at any rate, the present state of affairs was satisfactory, but as regards certainty of hearing it would be difficult for any such claim to be made. Mr. MUNTON refers to the existing system of the lists of the King's Bench Division, under which it is known that only a specified number of cases will be taken in the next eight days or three weeks, and this is an improvement on the previous lack of arrangement. But he complains that no similar plan is adopted in the Court of Appeal, and a litigant who desires to be present at the hearing of the appeal is left without any guidance as to when his case may be reached. The whole question of securing certainty as to the date of hearing is surrounded with difficulties, and since in general no one can hazard more than a guess as to the time which any particular case will take, it is not easy to see how a perfect system can be devised. But we imagine there is too much disposition among the responsible authorities in this, as in other matters, to let things drift, and a little more forethought in the conduct of the

business of the courts would greatly promote the convenience both of litigants and of their advisers.

THE UNFORTUNATE magnitude of one of the failures of solicitors recorded in the recent Bankruptcy Report has produced a suggestion that solicitors should form themselves into a guarantee society for the benefit of the public. Any losses incurred through solicitors would be made good out of the funds of the Law Society, to be derived partly from entrance fees—every solicitor would be compelled to become a member of the society—and partly by a sort of income tax levied upon members proportionate to their professional emoluments and earnings. It is argued that this burden would be recompensed by the enhanced status and dignity of the profession. On the other hand the correspondent of the *Times* of the 5th inst., who propounds the scheme, observes that "the society would have to be entrusted with powers regulating the mode in which solicitors should conduct the business of handling and investing clients' money and trust money, and prescribing and enforcing a satisfactory system of audit and of accounting for the investment of clients' money and of trust money." It is, of course, eminently desirable that no member of the public should suffer any loss through solicitors, and it is desirable also that monetary loss should be put an end to in all relations where one man has to place confidence in another. But the idea of the members of a profession so numerous as solicitors giving such a corporate guarantee as is proposed is not likely to be seriously entertained.

THE CUSTOM on sales by auction of real property of selling by inch of candle still lingers in certain parts of England and France, and is of some antiquity, though it does not seem to have been very common in England in the time of CHARLES the Second. PEPPYS in his Diary mentions a sale of two ships by an inch of candle, "the first time that I ever saw any of this kind where I observed how they do invite one another, and at last they all cry, and we have much to do to tell who cry last." We read that a sale by auction is about to take place in the village of Chedzoy, near Bridgwater. It is the sale of a piece of land known as "Church Acre," bequeathed to the parish many years ago to be sold every twenty-one years for a lease of twenty-one years, and the proceeds to be expended upon the church in such a manner as the rector and churchwardens for the time being shall think fit. In accordance with the directions of the donor, the bidding is to be decided by the burning of half an inch of candle, "the last bidder prior to the said candle being consumed to be declared the purchaser." The village of Chedzoy, in which this novel sale by auction is to take place, is an object of interest to anyone who wishes to form some idea of the scene of the battle of Sedgemoor. It is said that the unfortunate Duke of MONMOUTH ascended the steeple of Chedzoy Church for the purpose of obtaining a view of the camp of the royal forces, and as the result of his observations planned and arranged the attack which was to end so disastrously.

A CORRESPONDENT in a recent letter to the *Times* calls attention to a difficulty which arises in applying the Motor Act, 1903, when a motor which is being driven at a dangerous speed has on board two persons who are licensed to drive. Section 1 of the Act provides that if any person drives a motor-car on a public highway recklessly, &c., that person shall be guilty of an offence under the Act. Hence it is only the person who is actually driving against whom proceedings can be taken. In general there is, of course, no difficulty in identifying the driver, but in the case mentioned in the letter referred to there were two persons in the car who were licensed to drive, and it was necessary to prove which of them was the actual driver on the occasion in question. But this, owing to the disguising attire which motorists assume, was impossible, and we gather that the offence went unpunished. This, of course, is an extremely unsatisfactory state of things, and if a patriarchal justice cannot under such circumstances punish both the licensees, the Act requires amendment. In other respects, too, the

opinion is widely held that the Legislature made a mistake in enabling the comparatively small class of motorists to obtain the present facilities for causing inconvenience and danger to other species of traffic, and the whole question of the use of the highways will soon press for consideration.

IT IS by no means unusual, when some person is accused of a crime of peculiar atrocity, to hear members of the general public express surprise that a respectable lawyer should undertake his defence. It is of little use on such an occasion to urge that the more heinous the offence the greater the risk that those who have to conduct the prosecution may press unfairly on the prisoner, and the greater the likelihood that little attention may be bestowed on any circumstances which may be proved in mitigation of the offence. We have just read of an instance of this prevailing belief in South Africa. Evidence was adduced to shew that a Mr. FRANK KENT, an architect, was murdered while at breakfast on the 7th of July by his servant, a Kaffir. At the trial of the accused person on the 1st of August the Attorney-General said that the Crown had endeavoured to obtain the customary privilege for the prisoner of being defended by counsel, but that all the legal practitioners in Maritzburg had refused to appear on the prisoner's behalf. The trial proceeded, and the prisoner was found guilty and sentenced to death. While it is to be presumed that the sentence was fully deserved, we cannot but regret that the prisoner was deprived of assistance which he would certainly have obtained in this country.

THE DECISION of the Court of Appeal in *Skinner v. Hunt* (1904, 2 K. B. 452) presents an interesting variety upon the cases on the burden of rates and taxes which have been so prominent recently. The Metropolis Management Act, 1855, by section 105, empowers the local authority to pave new streets and to apportion the expenses upon the owners of the premises fronting the streets; and section 96 of the Metropolis Management Act, 1862, empowers the local authority to recover the apportioned expenses from the occupier, "and the owner shall allow such occupier to deduct the sums of money which he so pays out of the rent from time to time becoming due in respect of the said premises, as if the same had been actually paid to such owner as part of such rent." There is a proviso that nothing in the section contained shall be taken to affect any contract between landlord and tenant. In the present case the tenant had entered into an express agreement to pay paving expenses, so that these expenses must in any event have been ultimately borne by him. But it was argued that, upon his paying the apportioned sum to the local authority under section 96, this was a payment on account of rent, so as to reduce *pro tanto* the amount of rent due to the landlord, and to reduce, therefore, the amount for which the landlord was entitled to distrain. The remedy of the landlord for recovering the amount would thus be to bring an action on the covenant in the lease. The Court of Appeal have held, however, that the sum which the tenant is required to pay to the local authority under section 96 is not a payment of or on account of rent, but a payment of expenses, and hence the mere fact of payment does not reduce the amount due to the landlord. If there is no agreement which debars the tenant from claiming the statutory right of deduction, then of course the payment can be set off against the rent, and the landlord can only distrain for the balance. But if under the tenancy agreement the burden of the expense falls upon the tenant, there is no right of deduction, and the landlord is entitled to distrain for the full amount of the rent. And this seems to represent the mode in which the question might be expected to work itself out.

IT HAS been recently stated that several of our municipal corporations have resolved that they will not in future enter into contracts for the execution of their public works, but will themselves employ their own workmen as occasion may require. There has been some discussion as to whether this resolution will bring any pecuniary benefit to the ratepayers, but we have seen no allusion to the fact that it may probably expose the

funds of the corporations to proceedings which could previously only be taken against contractors. The law is clear that when a work, which is not by itself a nuisance, is carried out by a separate and independent contractor, any person injured by negligence in the execution of the work has no remedy against the person employing the contractor. There can be little doubt that the existence of this rule has often saved those who have to arrange for public works from claims to damages, and a municipal corporation which employs its own workmen should certainly take account of the new liabilities which it is likely to incur.

The Liability of a Principal Under a Written Authority Given to an Agent.

We have already (*ante*, p. 410) shortly referred to the reversal by the Court of Appeal (52 W. R. 583; 1904, 2 K. B. 10) of the decision of BIGHAM, J., in *Hambro v. Burnand* (51 W. R. 652; 1903, 2 K. B. 399), but the question raised by the case is of so much importance that it is worth while to set out the grounds upon which the Court of Appeal proceeded more fully. The point, shortly stated, is whether, when a principal has expressly authorized an agent to make contracts of a specified kind on his behalf, and the agent makes such a contract professedly on behalf of the principal but in reality for his own purposes, and not for the principal's benefit, the principal can afterwards repudiate it on the ground that it was outside the real scope of his authority. In other words, whether the third person with whom the agent is contracting is bound to look beyond the apparent scope of the authority, and inquire for what purpose the agent is really acting, or whether his inquiry may be limited only to ascertaining if the apparent scope of the authority covers the particular contract, anything further being between the agent and the principal only. BIGHAM, J., held that the third party must make the further inquiry, and that, if he omitted to do so, he must take the risk that the agent was not in fact acting on behalf or in the interest of the principal. The Court of Appeal have held that the inquiry is no business of the third party, and that it is sufficient for him if the contract is in fact covered by the authority, whatever be the motive of the agent in entering into it.

The conclusion at which the Court of Appeal have arrived appears to be so plain that it is not now easy to appreciate the reasoning which led Mr. Justice BIGHAM to an opposite result, but from the point of view of an outsider it of course makes all the difference whether he approaches a case before or after it has been decided. The facts in the present case presented no complication. The difficulty arose upon the legal deduction to be drawn from them. Certain gentlemen who were co-defendants with BURNAND had given to him written authorities to underwrite for them risks at Lloyd's. The authority in the case of one defendant, READ, expressed that BURNAND should act as his agent "for the purposes of underwriting policies of insurance at Lloyd's, and carrying on the ordinary business of an underwriter at Lloyd's in the name and on behalf of the said ROBERT ARTHUR READ, in accordance with the usual custom of Lloyd's, and upon the terms and conditions herein-after contained." The other authorities were to the same effect. Purporting to act on behalf of the co-defendants and himself BURNAND underwrote a policy which was handed to Messrs. C. J. HAMBRO & SON guaranteeing them against loss in respect of acceptances given by them to drafts of HENRY GAZE & SONS (Limited). The policy guaranteed that if the drawers did not on or before maturity of any drafts put the acceptors in funds to meet the same, the underwriters would within thirty days' of notice of default pay the acceptors in cash the amount of the drafts. In taking this policy the plaintiffs, Messrs. C. J. HAMBRO & SON, did not see the written authorities given to BURNAND by the co-defendants, nor did they know of their existence. Bills to a considerable amount were accepted by the plaintiffs on the strength of the policy, and ultimately HENRY GAZE & SONS made default in finding money to meet them. BURNAND was a director of GAZE & SONS, and was also personally

engaged in financial dealings with that company, and BIGHAM, J., held that he underwrote the policy in the name of himself and the co-defendants for his own purposes. In the words of the learned judge, the issue before the court was as follows: "BURNAND held the written authorities already referred to. The plaintiffs never saw them or asked to see them or knew of their existence. BURNAND issued the policy sued on for his own purposes, and not for or on behalf of the other four defendants. The plaintiffs took it without inquiry, relying solely on the representation on its face. The question is, Are the four defendants liable?"

As already stated, the learned judge held that they were liable. The mandate, he said, authorized the making of contracts for and on behalf of the principals. It did not authorize the making of contracts for and on behalf of the agent. "The making of the contract sued on was a wilful act, not done in carrying out the agency at all, but done wholly outside it. In my view BURNAND had no more right to sign this policy on the defendants' behalf than he had to forge their signatures to it." And to the objection that, even if the plaintiffs had asked to see the authorities, and had read them, they had no means of ascertaining whether the policies were issued for the benefit of the principals or not, his answer was that a man was not to be held liable because it was difficult or even impossible to ascertain whether he was liable or not. "If a person contracts with an agent, it is for him to see as best he can that the agent is acting within his authority. . . . It is often difficult, or inconvenient, or impolitic to make inquiries about an agent's authority but that circumstance does not make the principal liable where he is otherwise not liable. The other contracting party takes the risk, and though now and then it turns out that the risk is serious and real, the event is not of sufficient frequency to interfere with business." The learned judge took the view that the plaintiffs were not entitled to rely upon any authority except such as was found in the documents; that the authority to be there found was limited to the making of policies "for" the defendants; that the policy sued on was not made "for" the defendants, and that therefore they were not bound by it.

The judgment of BIGHAM, J., put the case very clearly from the point of view of the principal, but it would obviously be a very great impediment to commercial dealings if, when an agent is acting within the apparent scope of his written authority, it should be necessary for the other contracting party to inquire what is the ulterior object of the contract. There seems to be a fallacy underlying the learned judge's reference to the policy not being made "for" the defendants within the meaning of the authority. In fact as soon as BURNAND had placed their names on it it was made for them, and the liability which they had authorized him to incur attached. The duty of the third party to inquire into the motives which actuated the agent was emphatically repudiated by the Court of Appeal. "It has," said COLLINS, M.R., "been contended for the respondents that, although express authority was given in writing, as in the present case, authorizing an agent to make such a contract as he has made, it is open to the principal to say that, nevertheless, if it appears on inquiring into the motives which existed in the agent's mind, that he intended, in making the contract, to misuse for his own ends the opportunity given to him by his authority, and apply it to a purpose which, if the principal had known it, he would not have sanctioned, then because the agent was so influenced by improper motives, the principal is not liable upon the contract made by him. I should have said myself, apart from authority on the subject, that such a proposition could not hold water."

In point of fact there does not appear to be authority for the proposition. BIGHAM, J., referred—though rather by way of analogy than of authority—to the rule that a principal is only liable for the tort of his agent when it is committed in the course of his employment and for the principal's benefit: see *Barwick v. English Joint Stock Banking Co.* (L. R. 2 Ex. 259). But it would seem that there is but little resemblance between the case of a contract entered into under an express authority, which is *prima facie* perfectly regular, and a tort, which must be *prima facie* unauthorized. The learned judge was guided, however, to a considerable extent by a dissenting judgment delivered in the American case of *North River Bank v. Agnar* (3 Hill 262). We have not examined the American authorities

on the subject, but the following passage from the judgment of COLLINS, M.R., shews that the use made by BIGHAM, J., of this case was not altogether fortunate. "Since that case," said the Master of the Rolls, "the question has been mooted several times in America, and ultimately the American courts have authoritatively laid it down as the true principle that, where a written authority given to an agent covers the thing done by him on behalf of his principal, no inquiry is admissible into the motives upon which the agent acted." And he added that it would be impossible for the business of a mercantile community to be carried on if a person dealing with an agent was bound to go behind the authority of the agent in each case and inquire whether his motives did or did not involve the application of the authority for his own private purposes.

There is, however, no need to rely solely upon American authority in the matter, for this view, eminently reasonable in itself, is supported by authority in this country. In *Bryant, Powis, & Bryant v. Quebec Bank* (1893, A. C., p. 180) Lord MACNAGHTEN, in delivering the judgment of the Privy Council, referred with approval to a passage from the judgment of the Court of Appeal of the State of New York in *President, &c., of the Westfield Bank v. Cornen* (37 N. Y. R. (10 Tiff.) 322), where it was laid down that whenever the very act of the agent was authorized by the terms of the power, persons dealing in good faith with the agent were not bound to inquire into facts *aliunde*. In such cases "the apparent authority is the real authority."

The view taken by the Master of the Rolls was indorsed by ROMER and MATHEW, L.J.J. The former observed that where an authority was given to an agent to underwrite policies for his principals, expressly stating the powers that were conferred upon him, and the agent acted within the scope of the written authority, the policy was binding on the principal, who could not escape from liability merely because the agent might have abused the authority or betrayed his trust. And MATHEW, L.J., pointed out that it made no difference that the plaintiffs had not in fact inspected the written authorities. The authorities existed and that was sufficient. As to the effect of the authorities he added: "It is enough for us to say that it appears to be settled in English law that the liability of a principal on a contract entered into by his agent within the terms of his authority cannot be affected by the unknown motives by which the agent was actuated in making the contract." And it is clear that any other result would be fraught with grave inconvenience to the business world.

Cases of the Week.

Before the Vacation Judge.

NEUSTADTER VOLKSBANK v. SHEBA GOLD MINING CO. (LIM.) AND KÖLSCH. 7th Sept.

PRACTICE—SERVICE OUT OF THE JURISDICTION—COMPANY—EQUITABLE MORTGAGES OF SHARES—INJUNCTION TO RESTRAIN TRANSFER—PROPER AND NECESSARY PARTIES TO ACTION—R. S. C., ORD. 11, R. 1, SUB-SECTIONS (f) AND (g).

These were two motions on behalf of the plaintiffs, the Neustadter Volksbank, the first being an application for an injunction (*inter alia*) restraining the defendant company from forfeiting, selling, or otherwise dealing with to the prejudice of the plaintiffs certain fully-paid shares of £1 each in the defendant company, numbered as appearing in the endorsement of the writ herein, and registered in the name of the above-named Wilhelm Kölsch, or any new shares issued or to be issued in lieu thereof. The second motion was an application for leave to issue a concurrent writ of summons against the defendant Kölsch, and for liberty to serve it on him at Neustadt-under-Haardt, Germany, or elsewhere, with a notice of motion for an injunction restraining him from transferring the said shares or any of them, and from receiving the dividends thereon or any of them, to any person or company other than the plaintiffs. It appeared from the affidavit used in support of the motions that the circumstances in which the plaintiffs' claims arise are as follows: In or about the year 1894 the Aachner Discontogesellschaft, a German banking firm, bought by order and for the account of the defendant, Wilhelm Kölsch, £2,300 Sheba gold-mining shares, amongst other shares. The defendant Kölsch did not pay for the shares, and the Aachner Discontogesellschaft retained the certificates. On the 1st of September, 1898, the defendant Kölsch was indebted to the Aachner Discontogesellschaft in the sum of 270,000 marks. On that day the defendant Kölsch requested the plaintiffs, the Neustadter Volksbank, to pay the 270,000 marks to the Aachner Discontogesellschaft and to take over and keep as security the Sheba share certificates, amongst other securities, then held by the Aachner Discontogesellschaft on account of the defendant Kölsch. The plaintiffs paid the 270,000

marks as requested, and received from the Aachner Discontogesellschaft the said securities, including the Sheba certificates. On the 31st of December, 1898, the defendant Kölsch agreed with the plaintiffs, in writing, that all the securities then held by the plaintiffs or which might in future come into their possession on Kölsch's behalf should be held as a pledge or security for the payment of any debt which might then or in future be due from Kölsch to the plaintiffs. The said Sheba shares were still standing registered in the books of the defendant company in the name of the defendant Kölsch. It was believed that the plaintiffs did not obtain transfers of the said shares from Kölsch at the time, and he declines to sign any such transfers. On the 4th of November, 1902, a distringas affidavit and notice were filed at the central office, in respect of the said Sheba shares and dividends thereon and an office copy of such distringas affidavit and notice was served upon the defendant Sheba Co. in pursuance of ord. 46, r. 4, of the Rules of the Supreme Court, England, which distringas is still in force. On the 11th of December, 1902, counsel for the plaintiffs, in a previous action of *Neustadter Volksbank v. Kölsch and Sheba*, applied to the judge in chambers under ord. 11, r. 1, sub-sections (f) and (g), of the Rules of the Supreme Court for leave to issue a concurrent writ for service abroad on the said defendant Kölsch, he being a necessary and proper party to the action. Bucknill, J., who heard the application, refused leave on the ground that he considered that both the plaintiffs and the principal defendant, Kölsch, were resident abroad, and that the Sheba Co. were only nominal defendants to that action in this country, and that if the defendant Kölsch had been resident here instead of abroad the Sheba Co. need not necessarily have been joined as defendants in that action. The plaintiffs appealed to the Court of Appeal against such decision, and the appeal was heard on the 15th of December, 1902, when the court refused at that time to give any decision or reverse the order on the ground that there was no evidence to shew that the Sheba Co. had threatened, or were threatening, at that time to deal with the shares in question. The court, however, intimated that if and when the Sheba Co. actually threatened to deal with such shares in any way the plaintiffs might apply to that court again, when they would know how to deal with the matter for the protection of the plaintiffs' interests. On the 9th of May, 1904, the defendants, the Sheba Co., issued a circular to their shareholders in effect stating that an invitation to the shareholders to subscribe for £100,000 preference shares had not been met with sufficient response, and suggesting proposals for reconstruction of that company on the basis of certain terms mentioned in such circular. Subsequently notices were sent out for holding general meetings to pass resolutions for the sale of the undertaking of the company to a new company and for the distribution among the members of the old company of certain £1 shares in the new company with 14s. paid up thereon. It was believed that such meetings were duly held and the resolutions passed, and on the 26th of August, 1904, the advertisement to shareholders of such resolutions having been passed and consequent results thereof signed by the secretary and dated the 25th of August, 1904, appeared in the issue of the *Times* newspaper of that date. None of such notices were, of course, sent to the plaintiffs, but only to the defendant Kölsch and other shareholders on the register of the defendant Sheba Co. The effect of such resolutions and the notice in the *Times* newspaper above referred to would be that the defendant Kölsch (along with the shareholders of the company) would have sent out to him a notice of the number of the shares to which he was entitled in the new company under the reconstruction scheme, together with a form of application for such shares to which he was so entitled. He and other shareholders would have to elect to take the shares in the new company on or before the 17th of September, 1904. The plaintiffs' case was that under the circumstances above set forth they would be seriously prejudiced and their security reduced or depreciated and probably lost in case the defendant Kölsch did not elect and exercise his rights as a shareholder under such reconstruction scheme, and that, although the plaintiffs might be willing and desirous of paying the 6s. per share, were they in a position to do so, yet it was anticipated that the defendant Kölsch would take no steps to keep such securities alive or might allow them to become depreciated under the present existing circumstances.

BIGHAM, J., made an order giving leave to serve the defendant Kölsch out of the jurisdiction. Kölsch to be served with the writ and a notice of motion for this day three weeks. The motion against the defendant company to stand adjourned.—COUNSEL, Herbert Jacobs; CARR. SOLICITORS, W. J. & E. K. Tremellen; Ashurst, Morris, & Co.

[Reported by J. E. ALDOUS, Esq., Barrister-at-Law.]

Cases of Last Sittings.

Court of Appeal.

CORPORATION OF OLDHAM v. BANK OF ENGLAND. No. 2.
10th August.

ACT OF PARLIAMENT—TRANSFER OF PROPERTY—CONSOLS—INSTRUMENT OF TRANSFER—LOCAL GOVERNMENT—EDUCATION—SCHOOL BOARD—BOROUGH COUNCIL—NATIONAL DEBT (STOCKHOLDERS' RELIEF) ACT, 1892 (55 & 56 VICT. C. 39), s. 4—EDUCATION ACT, 1902 (2 ED. 7, C. 42), ss. 5, 25, SCHEDULE II., CLAUSE 1.

This was an appeal by the plaintiffs against the decision of Farwell, J. The plaintiffs, as the council for the county borough of Oldham, are under the Education Act, 1902, the local education authority for the district of that borough. The Act of 1902, so far as relates to that district, came into operation on the 1st of January, 1904, which was the day in that behalf

appointed by the Board of Education. On the appointed day there stood in the books of the defendants in the name of the Oldham School Board a sum of £780 Two-and-a-Half per Cent. Annuities, representing moneys set aside by that board to meet liabilities in respect of loans raised for the erection of elementary schools within their district, which district has now by virtue of the Act become the district of the plaintiffs acting as the local education authority. On the appointed day, as the plaintiffs alleged, the school board was dissolved by virtue of the provisions of the Act, and by virtue of the same provisions the plaintiffs succeeded to and have since exercised the powers formerly vested in the school board. By section 5 of the Act of 1902, "The local education authority shall, throughout their area, have the powers and duties of a school board and school attendance committee under the Elementary Education Acts, 1870 to 1900, and any other Acts, including local Acts, and shall also be responsible for and have the control of all secular instruction in public elementary schools not provided by them; and school boards and school attendance committees shall be abolished." Section 25 provides that (*inter alia*) the provisions set out in Schedule II. relating to the transfer of property, officers, and adjustment shall have effect for the purpose of carrying the provisions of the Act into effect, and clause 1 of Schedule II. is as follows: "The property, powers, rights, and liabilities (including any property, powers, rights, and liabilities vested, conferred, or arising under any local Act or any trust deed) of any school board or school attendance committee existing at the appointed day shall be transferred to the council exercising the powers of the school board." The plaintiffs claimed under this provision to be entitled to the annuities and the dividends due or to become due in respect thereof, and to all the rights of registered stockholders in respect thereof, and they claimed a declaration accordingly and an order on the defendants to pay to the plaintiffs the dividends now due or to accrue due in respect of the said annuities, and to register the plaintiffs in the books of the defendants as entitled to the said annuities. The defendants pleaded that under the provisions of the National Debt Act, 1870, the person or corporation in whose name stock is standing in their books, or the attorney thereunto lawfully authorized by writing under the hand and seal of such person or corporation, is alone entitled to transfer such stock, and any such transfer must be signed by the stockholder or his attorney in the books kept by the bank. By the provisions of the same Act the bank, before allowing the receipt of any dividend on any stock, may, if the circumstances of the case appear to them to make it expedient, require evidence of such nature as the bank require of the title of any person claiming a right to receive the dividend. The defendants alleged that the circumstances of the present case appeared to the bank to make it expedient to require evidence of the title of the plaintiffs to receive the dividends, but none had been tendered sufficient in the judgment of the bank or in fact to establish the right of the plaintiffs. Further, the plaintiffs did not admit that the Oldham School Board had been dissolved. Farwell, J., thought he was justified in holding that school boards were not dissolved for the purposes of transferring property. So far as the present action was concerned, there would be a declaration that the right to the stock in question was vested in the plaintiffs, and then they could transfer it into their own names under the National Debt Act of 1892. The plaintiffs appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—The particular point which the court has now to decide is whether the terms of the second schedule to the Act are such that the property, powers, rights, and liabilities of any school board were on the appointed day transferred by virtue of the Act to the new education authority, or whether some additional instrument was necessary before the transfer could be effected. It was suggested that, whatever might be the case as regarded other property, with respect to stock with which the Bank of England had to deal, and with regard to which a transfer was usually made by means of an entry in the books of the bank, no interest in the property was vested in the new authority until the execution of such a transfer. Now, in my opinion, the use of the word "abolish" in section 5 of the Act involves the dissolution of the school board. It is not denied that the effect is that from the happening of the appointed day the school board would be incapable of doing anything. It would cease to have a legal existence; it could not sue or be sued; it could not hold property and could not transfer it. If the court were to accede to the argument on behalf of the bank, some additional instrument would be necessary to the passing of the property, notwithstanding that such an instrument could not be executed by the school board. Reference was made to the National Debt Act, 1892, and it was said that, though the transfer could not be executed by the defunct school board, a transfer to themselves might under that Act be executed by the new education authority in whom the right to the stock was vested. That Act, if it gets over the difficulty which arises from the cessation of the school board, can only do so with regard to a very limited class of property. The Act does not apply to other stocks than those which are transferred at the bank. It is plain that this difficulty as to the transfer of property would arise, if the words "shall be abolished" in section 5 are given their plain and obvious meaning. The words "shall be transferred" in Schedule II. apply not only to property but also to "powers, rights, and liabilities," and it is said that as regards property a deed or other instrument is required to effect the transfer. As regards liabilities that is not true. No transfer of a liability is necessary or possible. The outcome of it all is that the bank cannot make their argument good unless in one section of the Act a different meaning is given to the words as regards some matters dealt with by the section from that which is given to the words as to other matters. It was said that even if the effect of the Act was immediately to vest the property in the new authority, yet having regard to the long and venerable practice of the bank, it is essential that

there should be some additional instrument. But that practice cannot affect the construction of an Act of Parliament. In my opinion the court ought to say that the bank should act on the statutory transfer. As matters stand I have no doubt that the stock did vest in the plaintiffs under Schedule II., and that the bank will have an ample indemnity. No doubt the bank think that it would be a matter of public convenience that the same formalities should be gone through in the case of all transfers, whether under an Act of Parliament or not. Whether that be so or not, I express no opinion.

ROMER and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, Sir R. B. Finlay, A.G., and R. J. Parker; Latham, K.C., Upjohn, K.C., and Howard Wright. SOLICITORS, Treasury Solicitor; Freshfields.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

Obituary.

Mr. Francis Joseph Webster.

Mr. Francis Joseph Webster, one of the Taxing Masters of the Supreme Court, died at Bexhill on Wednesday, the 31st ult., after a long illness. Mr. Webster was born in 1860, and was the fourth son of the late Mr. Thomas Webster, K.C., and a half-brother of the Lord Chief Justice. He was educated at Cheam and Charterhouse. Mr. Webster was articled to Mr. Maples, of Frederick's-place, Old Jewry, and admitted a solicitor in December, 1883. He subsequently became a partner in the firm of Lawrence, Baker, & Co., of Old Jewry. Mr. Webster was employed by her late Majesty's Government as legal adviser in connection with the British Guiana boundary arbitration, and in the year 1898 he visited British Guiana, travelling through a great part of the country. He thereby succeeded in obtaining most important evidence from natives and others upon many of the disputed questions of occupation or ownership. He subsequently attended the whole of the arbitration proceedings at Paris in the year 1899, and his services both in obtaining evidence in the preparation of the case and counter-case and otherwise in connection with the arbitration were of very great value, and contributed in no small degree to the successful result of the arbitration. In the year 1901 Mr. Webster was appointed one of the Chancery Taxing Masters. He married in January, 1903, Beatrice, a daughter of Mr. Alexander Hay, of Lacombe Park, Ware, Herts.

Legal News.

Changes in Partnerships.

Admission.

The firm of MESSRS. ROWCLIFFES, RAWLE, & CO., have taken into partnership Mr. EDWARD LEE ROWCLIFFE, the second son of the late Mr. William Rowcliffe. The members of the firm now are Mr. Thomas Rawle, Mr. James Marsh Johnstone, Mr. John Roger Burrow Gregory, Mr. William Charles Rowcliffe, and Mr. Edward Lee Rowcliffe. The style of the new firm will be Rawle, Johnstone, & Co.

Dissolution.

BENJAMIN ARTHUR WOOLF and ERNEST HYAM WHITE, solicitors (Alfred White & Co.), 25, Abchurch-lane, London. June 24. [Gazette, Sept. 6.]

General.

The calendar at the September Sessions of the Central Criminal Court, which begin on Tuesday, the 13th inst., will probably be rather heavy. The judges on the *rota* are Mr. Justice Phillimore, Mr. Justice Bucknill, and Mr. Justice Jelf.

Miss Joan Abbott Parry, the youngest daughter of Judge Parry, of the Manchester County Court, was drowned while bathing on Tuesday at Aberlaron, situated on a bay at the end of the Carnarvonshire peninsula. Miss Parry, who was fifteen years of age, was washed off the rocks into deep water.

The Home Secretary has appointed Mr. Hartley B. N. Mothersole, M.A., LL.M., barrister-at-law, to be the commissioner to prepare a scheme for determining the boundaries of, and for apportioning the councillors among, the wards of the county borough of Rotherham, in pursuance of the Rotherham Corporation Act, 1904.

The Home Office has intimated that the new police-court and police station which are being built in Bermondsey to take the place of the existing Southwark police-court and the Bermondsey police station respectively will be known as the Tower Bridge police-court and police station. It is expected that the new police station will be ready at the end of the month, but the new police-court will not be opened until the beginning of the New Year.

During the last month eighty-two certificates of naturalization were granted to aliens by the Home Secretary under the provisions of the Naturalization Act, 1870. Of these aliens, forty-six are described as coming from Russia, fourteen from Germany, four from Sweden, three each from the United States of America, Austria-Hungary, and the Netherlands, two each from France, Norway, Rumania, and Switzerland, and one from the Ottoman Empire.

A correspondent, "J. P." writing to the *Times* under date the 2nd of September, says: "May I be allowed to write a word or two regarding a case that came under my notice to-day at our local petty sessions? A chauffeur was summoned for furiously driving a car in my immediate neighbourhood, and the evidence was sufficient to prove to every magistrate present that the pace was dangerous and one that should have been stringently dealt with but for the technical defence set up by the defendants. It was shown that under the statute the driver of the car is the party to be summoned. The defendants stated that there were two persons in the car who held drivers' licences, and threw upon the prosecutors the onus of proving who was driving the car at the place and time in question, which, considering that the car was stated to be travelling at forty miles an hour and both parties were wearing goggles, was an utter impossibility. So it would seem that it is of no use taking the number of a car unless, in addition, the actual driver of the car is capable of being identified; and this latter is almost an impossibility."

The Home Office have issued a statement to all justices' clerks and stipendiary magistrates drawing their attention to observations made by Lord Chief Justice on the 27th of May, 1904, in addressing the grand jury at the Birmingham Assizes on the subject of the granting or refusing by justices of certificates of exemption under section 2 of the Vaccination Act. His lordship said that a number of representations had been made to the Home Office as to the difference in the practice prevailing among the magistrates in the administration of the Act. In regard to the treatment of applications for certificates of exemption from vaccination on the ground that the applicant conscientiously believed that vaccination would be prejudicial to the health of the child, some magistrates appeared to think that they ought to be satisfied that vaccination would be harmful to the child, while others seem to think that they were entitled to have medical evidence before them that such vaccination would be prejudicial. This was not the question which magistrates had to decide. The only question which the magistrates had to entertain was, did the applicant conscientiously believe that vaccination would be prejudicial to the health of the child. With regard to the conscientious belief, it was not sufficient that a man believed generally that vaccination was an improper thing, or that he had been led to form that belief without considering the particular case of the child in point. It must be an honest, conscientious belief on the part of the applicant that vaccination would be prejudicial to the child in question. There could be no general objections, either on the ground of interference with the rights of the subject or the question of parental control.

The Property Mart.

Sale of the Ensuing Week.

Sept. 15.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2:—

REVERSIONS:

To One Moiety of a Trust Estate, Consols, Railway Stocks, &c., value £8,500; lady aged 76. Solicitors, Messrs. Johnson, Weatherall, & Sturt, London.

To Two-elevenths of a Moiety of a Residuary Estate, Freehold and Leasehold Property at Folkestone and Hastings and Bank Shares, value £4,630; lady aged 70, provided the reversioners, aged 29 and 35, survive her; with policies. Solicitors, Messrs. Atkinson & Shainer, Folkestone.

To One-fourth of a Trust Fund represented by Freehold Properties, value £12,000, on decease of survivor of a gentleman aged 76 and a lady aged 64, provided a lady aged 32 survive. Solicitors, Messrs. P. Collings & Co., London.

POLICIES for sums amounting to £2,316 in the City of Glasgow Life Assurance Co.; life 66; bonuses, £479 4s. 10d.

LIFE POLICY for £1,500 in the Imperial Life Office; life 85; premium, £80 16s. 8d.; bonuses, £203 6s. 1d. Solicitor, Wm. Hutchen, Esq., Liverpool (See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—FRIDAY, SEPT. 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ALLEN & CO, LIMITED.—Creditors are required, on or before Oct 14, to send their names and addresses, and the particulars of their debts or claims, to Hervey Bathurst, 123, Cannon st.

ELECTRIC EXTENSION CO, LIMITED.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Charles Edward Buckley, 12, St John's Ln, Liverpool.

ISLE CONSTITUTIONAL CLUB CO, LIMITED.—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Arthur James Murgatroyd, The Grove, Isle.

JOHN HALL & PARTNERS, LIMITED.—Creditors are required, on or before Oct 8, to send their names and addresses, and the particulars of their debts or claims, to Robert Allen, 24, Granger at West, Newcastle upon Tyne.

JOINT STOCK TRUST AND FINANCE CORPORATION, LIMITED.—Petition for winding up, presented Aug 22, directed to be heard before the Vacation Judge Sept 14. Chave & Chave, London wall, solrs for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Sept 13.

KLOSTER CORPORATION, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Nov 15, to send their names and addresses, and the particulars of their debts or claims, to William Albert Stearns, 23, Leadenhall st. Burns, Finchurch st, solr.

London Gazette.—TUESDAY, SEPT. 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COWLETS DE KAAP, LIMITED.—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to William Hutton, Norfolk House, Laurence Pountney hill. Hands, London wall, solr for liquidator.

DOVETON, WILSON, & CO, LIMITED.—Creditors are required, on or before Oct 3, to send their names and addresses, and the particulars of their debts or claims, to Thomas Johnston, 63, Brown st, Manchester. Page, Manchester, solr for liquidator.

GREAT DE KAAP (MOODIE) GOLD FIELD, LIMITED.—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to William Hutton, Norfolk House, Laurence Pountney hill. Hands, London wall, solr for liquidator.

HANNANS ASSOCIATED MINES, LIMITED.—Petition for winding up, presented Sept 2, directed to be heard Oct 25. Ashley & Co, St Stephen's chambers, Telegraph st, solrs for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Oct 21.

LONDON AND SOUTH COAST HOTELS, LIMITED.—Creditors are required, on or before Sept 20, to send their names and addresses, and the particulars of their debts or claims, to W. J. L. Norman, 21, Eldon chambers, Fleet st. Downer & Johnson, solrs for liquidator.

ZOUTPANSBERG MINES DEVELOPMENT SYNDICATE, LIMITED.—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Francis D. Leslie, 74, Coleman st. Vernon & Co, Coleman st, solrs for liquidator.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, AUG. 28.

ANDERSON, WILLIAM, Earl's Court rd, Baker Sept 6 Anderson, Earl's Court rd
BALDWIN, WILLIAM, Walmgate, Yorks Sept 28 Shaftoe, York
BASTIN, ANN, Plumstead Sept 30 Barnes & Butler, Theobalds rd
BAYLIS, JOHN BROWNING, Evesham, Worcester Nov 1 Burch & Co, Evesham
BENJIS, JOSEPH, Crossington Park, Liverpool Oct 5 Whitley & Co, Liverpool
BIRKLEY, JOHN, Brooklands, Chester, Railway Agent Sept 30 Rigby, Manchester
BROWN, MARY ANN, Rugby, Warwick Sept 12 Harris & Son, Rugby
BROWNE, WILLIAM ALFRED, MA, LLD, Victoria st Oct 7 Stubbard & Co, Leadenhall
BURGESS, HENRY ARDWICK, Hendon Sept 14 Moon & Co, Lincoln's inn fields
CRAIG, JOHN NAPIER, Blackpool Sept 24 Read, Blackpool
DALZELL, JOSEPH, Moresby House, nr Whitehaven, Brewer Sept 30 Atter, Whitehaven
DYER, THOMAS NOWERS, King Williams Town, Cape of Good Hope Oct 7 Hollams & Co, Mincing Ln

EDMUNDSON, ELIZABETH, Burton on Trent Oct 7 Richardson, Burton on Trent
EDWARDS, GEORGE, Bonchurch, I of W, Postmaster Sept 30 Buckell & Dwyer, Newport, I of W

FITZ WYGRAM, LOFTUS ADAM, Eaton pl Sept 29 Crawley & Co, Arlington st, St James's
FEES, REV THOMAS HENRY, Cambridge Nov 1 Rowley & Co, Birmingham
GARWOOD, ROBERT, Gt Yarmouth, Fish Merchant Sept 24 Danby & Co, Gt Yarmouth

GILLOW, MARY, Hampton Park, Hereford Sept 26 Lambe & Stephens, Hereford
HESSES, GEORGE, St Giles, Oxford Oct 23 Graham & Wigley, Queen Victoria st
HERRITT, ADELAIDE MARY, Dromedary Sept 17 Johnson & Marshall, Dudley
HIGSON, FREDERIC STANLEY, Manchester, Solicitor Sept 30 Higson & Co, Manchester

HILLS, THOMAS, Egham Sept 30 Smith & Son, Verulam bldg, Gray's inn
HODDER, EDWIN, South Croydon Sept 23 Hodder & Penny, Finsbury pvtnt
JONES, EDWARD, Conway, Carnarvon Sept 29 Porter & Co, Conway

JONES, MARY ANN, Market Drayton, Salop Sept 26 Garside, Market Drayton
LEONARD, JESSE, Marlfield, Yorks, Farmer Oct 1 Jacobs & Dixon, Hull
LOMAS, LILY, Stalybridge Sept 29 Buckley & Co, Stalybridge

MAAS, MAXIMILIAN, Tokenhouse yd Oct 6 Mortish, Gresham st
MCGOWAN, CHARLES, Southampton Sept 23 Brown & Co, Southampton
MACKENZIE, REV ALEXANDER, Bowdon, Chester Sept 30 Rigby, Manchester

MANDALE, ROBERT, Hutton Moor End, Greystoke, Cumberland, Yeoman Sept 23 Armitage & Co, Penrith

MIDWOOD, EMMA, Ravensthorpe, Yorks Oct 15 Gladhill, Dewsbury
PARKINS, SARAH, Moss Nook, Northern Etchells, nr Cheshire, Chester Sept 17 Peggs, Manchester

PETERS, JANE CATHERINE, Bentley, nr Farnham Sept 30 Smith & Son, Verulam bldg, Gray's inn

RIGHTON, SAMUEL, Blockley, Worcester Sept 10 New, Chipping Campden, Glos
ROBINSON, MARY ANNE, Sherwood, Nottingham Sept 29 Acton & Martini, Nottingham

SCALES, ADOLPHUS EDWARD, Eltham, Kent Sept 26 Fallows, Lancaster pl, Strand
SHEDDEN, LEWIS WILLIAM, Lynton, South Leamington Oct 20 Kingsford & Co, Essex st, Strand

TEMPERLEY, ALFRED JOHN, Rugby Sept 10 Seabroke & Son, Rugby
VINES, EMMA, Nailsworth, Glos Sept 17 Whitcombe & Haines, Gloucester

VIVIAN, CHARLES BAUCHAM, Plymouth Sept 26 O & H Wolfenden, Plymouth
WAVELL, ALBERT BENNETT, Ramsgate Oct 1 O A & K Daniel, Ramsgate

WHITEHURST, JOSEPH, Liverpool, Gardener Oct 4 Husband, Liverpool
WILSON, DAVID BRAIR, Wrexham Sept 23 Hughes & Bate, Wrexham

WINGATE, REV WILLIAM CHARLES LOCKWOOD, Romney Marsh, Kent Sept 30 Syper & Sons, London Wall

YOUNG, ANN MINTO, Beamish, Durham Sept 30 Nicholson & Martin, Stanley, B 8 O, Co Durham

YOUNG, JOSEPH, Beamish, nr Chester le Street, Durham, Butcher Sept 30 Nicholson & Martin, Stanley, B 8 O, Co Durham

London Gazette.—TUESDAY, AUG. 30.

BALL, CHARLES, Birmingham, Manufacturer Sept 30 Jaques & Sons, Birmingham
BELLIPS, ANN, Bristol Sept 19 Merrills & Ede, Cardiff

BLOWFIELD, WILLIAM, Maidenhead, Whitesmith Sept 23 Weed & Mason, Maidenhead
BROWN, MARTHA, Newton Heath, Manchester Sept 17 Bond & Son, Manchester

CHARLES, JOHN, Bournemouth Oct 11 Bone, Bournemouth
CLAYTON, ISABELLE JULIA, Hampton Hill Oct 10 Ellis & Ellis, Dehahay st, Westminster

CRAIK, HEPHIZIAH, Heigham, Norwich Sept 30 Goodchild, Norwich
CROMIE, EMILY, Cheltenham Sept 26 Bubb & Co, Cheltenham

GALE, MATILDA, Gosport, Hants Oct 1 Blake & Co, Portsmouth
GORDON, DIOROT GORDON, Cockett, nr Swansay Oct 1 Randall & Saunders, Llanelli

GREEN, JAMES, Denbigh, Ironmonger Sept 30 Davies, Denbigh
HAYES, ALFRED EDWIN, Llandudno, Auctioneer Oct 31 Coley & Coley, Birmingham

HEATON, ROBERT, Warrington Sept 30 Jeans & Son, Warrington
INCHQUIN, Right Hon LOUISA DOWAGER Lady, Queen's gate, South Kensington Oct 1 Gascoite & Co, Essex st, Strand

JOYCE, GEORGE, Birmingham, Grocer Sept 30 Jaques & Sons, Birmingham
LAMBERT, DOBOTHY, Low Fell, Durham Oct 1 Swinburne, Gateshead

MARCHINGTON, THOMAS, Dove Holes, Derby Sept 30 Bennett & Co, Buxton
PENNELL, HENRY LEE, Clapham Common Oct 21 Webster & Pennell, Liverpool

PERRY, WILLIAM JOHN, Hammersmith Sept 25 Brooks & Co, Godolman st
PORTER, JAMES EDWARD, Littleton, Chester Sept 30 Newman, Liverpool

ROBERTS, THOMAS, Llewellyn Hall, Denbigh, Farmer Sept 30 Davies, Denbigh
ROWE, SARAH, Pembroke Dock Sept 29 Brown, Pembroke Dock

SHIRLEY, NEWALLIAN EVELYN, Etitington Park, Warwick Sept 29 Major Harry Colquhoun Macdonald, Etitington Park, Stratford on Avon

SMITH, ELIZABETH, Plymouth Sept 24 Gard & Co, Devonport
STEVENS, MARGARET, Aldridge Edge, Chester Nov 1 Lloyd & Davies, Manchester

TUTTON, JOHN EDMOND, Austin Friars, Stockbroker Oct 15 Bower, Moorgate st
THOMPSON, HENRY THOMAS, Palmerston House, Old Broad st Sept 30 Crossfield & Co, Hackney rd

WHITEHEAD, BENJAMIN, York, Butcher Oct 11 Crombie & Sons, York

London Gazette.—FRIDAY, SEPT. 2.

ADAMI, SARAH ANN ELLIS, Ashton upon Mersey Sept 30 Barrow & Smith, Manchester
ARMITAGE, CHARLES SMITH, Buxton Oct 10 Sale & Co, Manchester

BARWORTH, RICHARD ALFRED EVANS, Southsea Sept 24 Jackson & Son, Cannon st
BAKER, EDWARD COLES, Hyde Park Oct 15 Baker & Co, Union ct, Old Broad st

BARROW, MARGARET, Kendal, Westmorland Oct 8 Thompson & Hodgson, Kendal
BLACKLEDGE, ROBERT, Blackburn Sept 17 Cooper, Blackburn

BLAW, WILLIAM
BORAS, ROBERT, I
BOOTH, ALFRED, L
BRANSTON, THOMAS
BROOKLEBURST, M
CHAY, WILLIAM, M
COOPER, HENRY, M
COVE, WILLIAM, M
COVE, HENRY, M
DALZELL, HON R
Queen Vic
DICKINSON, FRANK
DIXON, JOHN, C
DUFFUS, JAMES, M
EVANSON, ROBERT
GUNDSTANES, A
GRANT, E. LEVARD
HARVEY, MARG
upon Tyne
HAYWOOD, HEN
HILL, FRANCIS
HOWE, HORACE
LEWIS, LUDIA
Bush Ln

Bank

ADAMSON, CAR
DOUGLAS, K
ASTON, HENR
Court Pe
BALL, EBER
Costumier
BROOK, DA
bridge, B
BLACKBURN, E
Ord Aug
BRAYSHAW, A
Wood Co
BROADLEY, J
Aug 30
BUNSTED, A
Aug 19
CLARK, REUB
Aug 8
COLLYER, AL
Derby, E
Aug 31
COOK, JOHN
Norwich
COURT, ALB
Glasgow
CRAGO, WILL
bridge
CROMBIE, W
ford Pe
DAVIES, ED
LOWE, E
DAVIS, ABT
High Co
EDWARDS, E
mouth
HACKWILL, A
Barnst
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HOBBS, J
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HUGHES, E
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JALEY, J
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KELLY, J
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KIRBY, W
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LAKY, W
Newc
LAMBERT, A
Aug 1
LER, JAN
Pet A
LOWE, M
Labo
LUND, M
Oldh
MASON, J
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NASH, J
Rock
PAGE, C
Ayle
PLATT, T
Aug
RASHLEY, R
Byd
RICHARD, A
Pet
RICKARD, A
Nav
RODIN, E
Ag
ROBERT, A
Aug
SCHWARTZ, A
Kil

REV. WILLIAM CHARLES ARLINGTON, Croydon Oct 17 Gunner & Benny, Bishops Waltham
 BAKER, PECKHAM Oct 8 Bannister & Reynolds, Basinghall st
 BATH, ALFRED, Ashton under Lyne, Licensed Victualler Oct 1 Barber, Ashton under
 Lyne
 BLANTON, THOMAS, Stainby, Lines Oct 3 Bell, Bourne, Lines
 BROOKHURST, SIR PHILIP LANCASTER, Swythamley pk, Staffs Oct 1 Wood & Co,
 Manchester
 CLAY, WILLIAM, Greenland, nr Halifax Sept 30 Marshall, Eiland
 COLE, HENRY, Lymn, Chester Oct 14 Welford, Manchester
 COVE, WILLIAM, Middlesbrough Sept 30 Jackson & Jackson, Middlesbrough
 COVE, HERBERT JAMES, Pimlico Oct 1 Wilson & Son, Basinghall st
 DALZIEL, HON ROBERT HIPPESLEY, Coram st, Brunswick sq Sept 29 Jacobs & Greenwood,
 Queen Victoria st
 DICKINSON, FRANCIS, Manchester, Shirt Manufacturer Oct 1 Batty & Co, Manchester
 DIXON, JOHN, Chester the Street, Durham Sept 30 Turnbull, Durham
 DUFFY, JAMES, Hamstead, Merchant Sept 30 Westbury & Co, Old Broad st
 EVANS, ROBERT, Worcester, Hatter Oct 10 Day & Co, Worcester
 GUNTER, ALBERT WILLIAM, Weymouth, Underwriter Oct 8 Cooke, Coleman st
 GRANT, ELIZABETH, Snitterfield, Warwick Oct 23 Slater & Co, Stratford upon Avon
 HAVET, MARGARET, Newcastle upon Tyne Oct 14 Wilkinson & Marshall, Newcastle
 upon Tyne
 HAYWOOD, HENRY, Torquay Sept 30 Glanfield, Torquay
 HILL, FRANCES MIRIAM, Ripon Oct 1 Whitehead, Pickering
 HOWE, HORACE VALPOLE, Hall Green, Worcester Oct 14 Weekes & Co, Birmingham
 LEWIS, LUDIA CATHERINE ELIZABETH, Gordon pl, Kensington Oct 9 Pedley & Co,
 Bush In

LILLEY, AGNES, St Leonard's on Sea Oct 9 Eaden & Searing, Cambridge
 LIVINGSTON, JOHN, Middlesbrough Oct 4 Jackson & Jackson, Middlesbrough
 MARKHAM, WILLIAM, Earlswood Oct 1 Sandom & Co, Gracechurch st
 NELSON, NICHOLAS JOHN, Penzance Sept 29 Trythall & Bodilly, Penzance
 NEWBY, SHEPHERD HART, Sunderland Sept 30 Graham & Shepherd, Sunderland
 PEACOCK, ELIZABETH, Pendleton Nov 1 Tallent-Bateman & Thwaites, Manchester
 POLLARD, WILSON HORNER, Brighouse, Chemist Oct 5 Chambers & Chambers, Brighouse
 RADLEY, EDWARD, Beckenham Sept 30 Wrenmore & Son, Bedford row
 RIGGS, BAILEY ARTHUR, Balham Oct 15 Marshall & Pridham, Theobald's rd, Gray's
 inn
 ROBINS, ELIZABETH, St Austell, Cornwall Oct 1 Shilton & Co, St Austell, Cornwall
 RÖD, JOHANNES THORWALDSEN, Tonsberg, Norway, Captain Sept 23 Hoyle, Newcastle
 on Tyne
 SAUNDERS, CHRISTINA HARRIET, Sudbury, Suffolk Sept 30 Iffie & Co, Bedford row
 SEMARK, CHARLES, Wrotham, Draper Sept 22 Cripps & Co, Tunbridge Wells
 SHEPHERD, JOHN, Exeter Sept 29 J & S P Pope, Exeter
 SHORE, ELLA, Southwark, Halifax Sept 13 Mackrell, Halifax
 SIMON, SIR JOHN, FRS, KCB, Kensington sq Oct 22 Crump & Co, Gt George st, West-
 minster
 VANE, JAMES, Deptford Sept 30 Lee & Watts, Lincoln's inn fields
 VASEY, JAMES, Northallerton, Yorks, Bookseller Sept 30 Wainell, Northallerton
 WAZEN, FREDERICK, Newquay, Cornwall, Photographer Oct 15 G G Bullmore and H F
 Whitefield, Tolcarria, Newquay, Cornwall
 YAPP, SUSANNAH VICTORIA ANNE, Kidderminster Oct 3 King & Sons, Stourbridge

Bankruptcy Notices.

London Gazette.—FRIDAY, SEPT. 2.

RECEIVING ORDERS.

ADAMSON, CAROLINE, Victoria rd, Kensington, Boarding
 house Keeper High Court Pet Aug 29 Ord Aug 29
 ASHTON, HENRY ALLEN, South pl, Company Director High
 Court Pet Aug 9 Ord Aug 9
 BRALL, EBERNEZER, and FAITH BRALL, Winchester,
 Costumiers Winchester Pet Aug 9 Ord Aug 9
 BENDON, BARNARD, Stamborough, Essex, Farmer Cam-
 bridge Pet Aug 12 Ord Aug 31
 BLACKMORE, HAROLD, sen, Epsom Croydon Pet July 14
 Ord Aug 30
 BRAYSHAW, ALFRED, West Bowling, Bradford, Machine
 Wool Comb Maker Bradford Pet Aug 30 Ord Aug 30
 BROADLEY, JOHN, Padham, Lancs, Hawker Burnley Pet
 Aug 30 Ord Aug 30
 BURNETT, ARTHUR ROBERT, Ipswich, Miller Ipswich Pet
 Aug 19 Ord Aug 29
 CLARK, REUBEN, Catford, Cycle Engineer Croydon Pet
 Aug 8 Ord Aug 30
 COLLYER, ALFRED JOHN, and JOSEPH COLLYER, Melbourne,
 Derby, Boot Manufacturers Derby Pet Aug 31 Ord
 Aug 31
 COOK, JOHN EDWARD, Blofield, Norfolk, Wine Merchant
 Norwich Pet Aug 5 Ord Aug 25
 COURT, ALBERT STEPHEN, Blackvon, Mon, Licensed Vic-
 tualler Tredgar Pet Aug 30 Ord Aug 30
 CRAIG, WILLIAM, Littleport, Cambridge, Butcher Cam-
 bridge Pet Aug 31 Ord Aug 31
 CROMBIE, WILLIAM, Shoeburyness, Essex, Outfitter Chelms-
 ford Pet Aug 30 Ord Aug 30
 DAVIES, EDWARD, Newtown, Montgomery, Farmer New-
 town Pet Aug 19 Ord Aug 30
 DAVIS, ARTHUR ERNEST, Penarth, nr Cardiff, Bank Cashier
 High Court Pet Aug 8 Ord Aug 29
 EDWARDS, THOMAS, Southwick, Hants, Schoolmaster Ports-
 mouth Pet Aug 29 Ord Aug 29
 HACKWILL, GEORGE HOW, Uplowman, nr Tiverton, Devon
 Barnstaple Pet Aug 6 Ord Aug 31
 HEINRICH, CHARLES HALTON, Leighton Buzzard, Nursery-
 man Luton Pet Aug 29 Ord Aug 29
 HOBBS, JOHN MASTERMAN, Throgmorton av High Court
 Pet June 15 Ord Aug 31
 HUGHES, EDWARD, Worcester, Baker Worcester Pet Aug
 30 Ord Aug 30
 ILSLEY, JOSEPH EDWARD, Wolverhampton, Pork Butcher
 Wolverhampton Pet Aug 30 Ord Aug 30
 JAY, HARVEY, Purton, Wilts Swindon Pet Aug 9 Ord
 Aug 29
 JOES, JAMES, Derby, Fish Salesman Derby Pet Aug 27
 Ord Aug 27
 JOWETT, GIDEON, Bradford, Innkeeper Bradford Pet
 Aug 18 Ord Aug 30
 KELLY, JOSEPH RAGLAN, Clarendon rd, Holland Park
 High Court Pet July 29 Ord Aug 31
 KIRBY, WILLIAM ALPHAEUS, Scarborough, Horse Dealer
 Scarborough Pet Aug 29 Ord Aug 29
 LAKEY, WILLIAM, Byker, Newcastle on Tyne, Coach Builder
 Newcastle on Tyne Pet Aug 29 Ord Aug 29
 LAMBERT, ALFRED, Norwich, Cycle Engineer Norwich Pet
 Aug 29 Ord Aug 29
 LEE, JAMES, Wrexham, Denbigh, Coal Dealer Wrexham
 Pet Aug 31 Ord Aug 31
 LOWE, MICHAEL, East Harley, nr Northallerton, Yorks,
 Labourer Northallerton Pet Aug 29 Ord Aug 29
 LUND, MARIA, Shaw, nr Oldham, Licensed Victualler Old-
 ham Pet Aug 27 Ord Aug 31
 MARCH, JOHN, Anfield, Liverpool, Commercial Traveller
 Liverpool Pet July 29 Ord Aug 30
 NASH, JOSEPH, Grayswood, Mineral Water Manufacturer
 Rochester Pet Aug 31 Ord Aug 31
 PAGE, GEORGE GOULD, Chesham, Bucks, Coal Merchant
 Aylesbury Pet Aug 30 Ord Aug 30
 PLATT, THOMAS, Wallgate, Wigan, Labourer Wigan Pet
 Aug 29 Ord Aug 29
 RASHLEY, HERBERT GEORGE, Ventnor, I of W, Fruiterer
 Ryde Pet Aug 29 Ord Aug 29
 RICHARDS, GEORGE WILLIAM, Duddington, Cambs, Labourer
 Peterborough Pet Aug 31 Ord Aug 31
 RICKARD, ALFRED JAMES WILKINSON, Landport, Hants,
 Naval Outfitter Portsmouth Pet Aug 29 Ord Aug 29
 RODEN, THOMAS SPODE, Newcastle on Tyne, Insurance
 Agent Newcastle on Tyne Pet July 19 Ord Aug 30
 RUMBLE, JOSEPH HENRY, Wallington, Clerk Croydon Pet
 Aug 30 Ord Aug 30
 SCHWEDERSKY, ERIK HUGO, Brough, Yorks, Coal Agent
 Kingston upon Hull Pet Aug 18 Ord Aug 31

SOFFE, RICHARD FOSTER, Curdridge, Hants Portsmouth
 Pet Aug 15 Ord Aug 31
 TARRY, HARRIS JAMES, Northampton, Baker Northampton
 Pet Aug 29 Ord Aug 29
 THOMAS, JOHN HENRY, Bulth Wells, Brecon, Grocer
 Newtown Pet Aug 30 Ord Aug 30
 VON SCHARREL, HERB WILHELM FRIEDRICH, Westcliff,
 Southend on Sea, Commission Agent Chelmsford
 Pet Aug 29 Ord Aug 29
 WARDLE, JOHN, Ticknall, Derby, Tailor Burton on Trent
 Pet Aug 29 Ord Aug 29
 WILKINSON, ALFRED JOHN, Great Hale, Lines, Grocer
 Boston Pet Aug 27 Ord Aug 27
 WILSON, E, Croydon, Builder Croydon Pet Aug 5 Ord
 Aug 30
 WYATT, WILLIAM, jun, Hermitage, Cerna, Dorset, Farmer
 Yeovil Pet Aug 29 Ord Aug 29

Amended notices substituted for those published in the
 London Gazette of August 26:

EVANS, DAVID WILLIAM, Llanmallet, Glam, Licensed
 Victualler Swansea Pet Aug 28 Ord Aug 28
 MAY, GEORGE, and JOHN PARKES, King's Hill, Wednesbury,
 General Ironfounders Walsall Pet Aug 22 Ord Aug 22

Amended notice substituted for that published in
 the London Gazette of August 30:

DACE, JOHN, Altrincham, Cheshire, Greengrocer Man-
 chester Pet Aug 26 Ord Aug 26

FIRST MEETINGS.

ADAMSON, CAROLINE, Victoria rd, Kensington, Boarding
 house Keeper Sept 14 at 12 Bankruptcy bldg, Carey st
 ASHTON, HENRY ALLEN, South pl, Company Director Sept
 12 at 11 Bankruptcy bldg, Carey st
 BRAYSHAW, ALFRED, West Bowling, Bradford, Machine
 Wool Comb Maker Sept 13 at 3.30 Off Rec, 29,
 Tyndal st, Bradford
 BURNETT & BOY, W A, Mansfield, Notts, Auctioneers Sept
 14 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 COOK, ROBERT MARKHAM, Southwark, Fruit Hawker Sept
 10 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 CROWTHER, ALFRED, South Shore, Blackpool, Joiner Sept
 12 at 11 Off Rec, 14, Chapel st, Preston
 DAVIS, ARTHUR ERNEST, Penarth, nr Cardiff, Bank Cashier
 Sept 14 at 11 Bankruptcy bldg, Carey st
 EDWARDS, THOMAS, Southwick, Hants, Schoolmaster Sept
 12 at 3.30 Off Rec, Cambridge junc, High st, Ports-
 mouth
 EDWARDS, WILLIAM, Gellygaer, Glam, Builder Sept 12 at
 3 135, High st, Merthyr Tydfil
 EVANS, DAVID WILLIAM, Llanmallet, Glam, Licensed
 Victualler Sept 10 at 11 Off Rec, 31, Alexandra rd,
 Swansea
 GABLER, EDWARD, Hessele, Yorks, Cowkeeper Sept 13 at
 11 Off Rec, Trinity House in Hull
 HALL, FRANK, Chesham Hill, Manchester, Printer Sept
 21 at 10.30 Off Rec, 35, Victoria st, Liverpool
 HEAD, SAMUEL, Redruth, Cornwall, Builder Sept 12 at 12
 Off Rec, Boscastle st, Truro
 HUGHES, EDWARD, Worcester, Baker Sept 12 at 11.30 43,
 Copenhagen st, Worcester
 HUMBER, JOHN, Shirley, Southampton, Builder Sept 13 at
 3 Off Rec, Midland Bank chmrs, High st, Southamp-
 ton
 JEVONS, EDWARD RUSSELL, Birkenhead, Builder Sept 12
 at 2.30 Off Rec, 33, Victoria st, Liverpool
 JOWETT, GIDEON, Bradford, Innkeeper Sept 13 at 3 Off
 Rec, 29, Tyndal st, Bradford
 KNIGHT, CHARLES ARTHUR, Brockley, Tailor Sept 13 at
 11.30 24, Railway av, London Bridge
 LADD, WILLIAM MORRIS, Swansea, Coal Merchant Sept 14
 at 12 Off Rec, 31, Alexandra rd, Swansea
 LAKEY, WILLIAM, Newcastle on Tyne, Coachbuilder Sept
 12 at 12 Off Rec, 30, Mosley st, Newcastle on Tyne
 MACLEAN, ROBERT DICK, High Wycombe, Cabinet Manu-
 facturer Sept 10 at 12.45 Falcon Hotel, High
 Wycombe
 MATTHEWS, FRANCIS WILLIAM, West Bridgford, Notts,
 Insurance Agent Sept 13 at 12 Off Rec, 4, Castle pl,
 Park st, Nottingham
 MELLOR, CHARLES, Leeds, Barrister at Law Sept 15 at 2.30
 Off Rec, The Red House, Duncumbe pl, York
 NASH, JOSEPH, Grayswood, Mineral Water Manufacturer
 Sept 12 at 12 115, High st, Rochester
 NEWMAN, JAMES THOMAS, Malvern Link, Worcester, Fish-
 monger Sept 10 at 11.30 45, Copenhagen st, Worcester
 PLATT, THOMAS, Wigan, Labourer Sept 22 at 10 Court
 house, Crawford st, Wigan
 PIERCE, WILLIAM, Moston, Manchester, Joiner Sept 14
 at 3 Off Rec, Byron st, Manchester

RICKARD, ALFRED JAMES WILKINSON, Portsmouth, Naval
 Outfitter Sept 12 at 4 Off Rec, Cambridge junc, High
 st, Portsmouth
 SOUTHWOOD, THOMAS ALBERT, Ilminster, Somerset, Harness
 Maker Sept 10 at 12.30 10, Hammet st, Taunton
 TILSTONE, DANIEL, West Brampton, Newcastle upon Tyne,
 Earthenware Manufacturer Sept 12 at 11.45 Off Rec,
 King st, Newcastle upon Tyne, Staffs
 TOOLE, CHARLES JOSEPH, Blackpool, Hair Specialist Sept
 12 at 11.30 Off Rec, 14, Chapel st, Preston
 TOWNLEY, MARY JANE, Menhorpe, Yorks, Farmer Sept
 10 at 11 Off Rec, Trinity House in Hull
 WARDLE, JOHN, Ticknall, Derby, Tailor Sept 10 at 11 Off
 Rec, 47, Full st, Derby
 WENDT, GEORGE MICHAEL, Upton, nr Widnes, Butcher
 Sept 13 at 2.30 Off Rec, 30, Victoria st, Liverpool
 WHITMAN, CLARENCE LEOPOLD, Bexhill, Builder Sept 13
 at 12.30 The Registrar, 24, Cambridge rd, Hastings
 WILLIAMS, JAMES, Pontypridd, Carpenter Sept 13 at 12
 135, High street, Merthyr Tydfil

ADJUDICATIONS.

ADAMSON, CAROLINE, Victoria rd, Kensington, Boarding
 house Keeper High Court Pet Aug 29 Ord Aug 29
 ANDREW, JOSEPH BALDWIN, Aylestone, Leicester, Com-
 mercial Traveller Leicester Pet July 2 Ord Aug 29
 BRALL, EBERNEZER, and FAITH BRALL, Winchester,
 Costumiers Winchester Pet Aug 9 Ord Aug 9
 BRAYSHAW, ALFRED, West Bowling, Bradford, Machine
 Wool Comb Maker Bradford Pet Aug 30 Ord Aug 30
 BROADLEY, JOHN, Padham, Lancs, Hawker Burnley Pet
 Aug 30 Ord Aug 30
 BURNETT, WILLIAM AYTON, and JOHN THOMAS AYTON
 BURNETT, Mansfield, Notts, Auctioneers Nottingham
 Pet Aug 11 Ord Aug 28
 COLLYER, ALFRED JOHN, and JOSEPH COLLYER, Melbourne,
 Derby, Boot Manufacturers Derby Pet Aug 31 Ord
 Aug 31
 COOK, WILLIAM, Watford, Herts, Coal Merchant St Albans
 Pet Aug 23 Ord Aug 27
 COURT, ALBERT STEPHEN, Blackvon, Mon, Licensed
 Victualler Tredgar Pet Aug 30 Ord Aug 30
 CRAIG, WILLIAM, Littleport, Cambridge, Butcher Cam-
 bridge Pet Aug 31 Ord Aug 31
 CROMBIE, WILLIAM, Shoeburyness, Essex, Outfitter Chelms-
 ford Pet Aug 30 Ord Aug 30
 EDWARDS, THOMAS, Southwick, Hants, Schoolmaster Ports-
 mouth Pet Aug 29 Ord Aug 29
 GOODMAN, ROTHBARTH, Birmingham, Baker Birmingham
 Pet Aug 24 Ord Aug 29
 GROSSE, MARCUS, Newcastle on Tyne, Hairdresser Middles-
 brough Pet Aug 5 Ord Aug 31
 HAINSWORTH, JOHN STRAD, Preston, Hardware Dealer
 Preston Pet Aug 9 Ord Aug 31
 HEAD, SAMUEL, Redruth, Cornwall, Builder Truro Pet
 Aug 11 Ord Aug 30
 HEINRICH, CHARLES HALTON, Leighton Buzzard, Nursery-
 man Luton Pet Aug 29 Ord Aug 29
 HUGHES, EDWARD, Worcester, Baker, Worcester Pet Aug
 20 Ord Aug 31
 HUNTER, JAMES WILLIAM, and ALBERT CLAPHAM, Leeds,
 Electrical Engineers Leeds Pet July 22 Ord Aug 30
 ILSLEY, JOSEPH EDWARD, Wolverhampton, Pork Butcher
 Wolverhampton Pet Aug 30 Ord Aug 30
 JONES, JAMES, Derby, Fish Salesman Derby and Long
 Eaton Pet Aug 27 Ord Aug 27
 KIRBY, WILLIAM ALPHAEUS, Scarborough, Farmer Scar-
 borough Pet Aug 29 Ord Aug 29
 LAKEY, WILLIAM, Newcastle upon Tyne, Coachbuilder
 Newcastle on Tyne Pet Aug 29 Ord Aug 29
 LAMBERT, ALFRED, Norwich, Cycle Engineer Norwich Pet
 Aug 29 Ord Aug 29
 LEE, JAMES, Wrexham, Denbigh, Coal Dealer Wrexham
 Pet Aug 31 Ord Aug 31
 LOWE, MICHAEL, East Harley, nr Northallerton, Yorks,
 Labourer Northallerton Pet Aug 29 Ord Aug 29
 LUND, MARIA, Shaw, nr Oldham, Licensed Victualler Old-
 ham Pet Aug 27 Ord Aug 31
 MAY, GEORGE, and JOHN PARKES, Wednesbury, Axle Pulley
 Manufacturers Walsall Pet Aug 22 Ord Aug 29
 NASH, JOSEPH, Grayswood, Mineral Water Manufacturer
 Rochester Pet Aug 31 Ord Aug 31
 PAGE, GEORGE GOULD, Chesham, Bucks, Coal Merchant
 Aylesbury Pet Aug 30 Ord Aug 30
 PLATT, THOMAS, Wallgate, Wigan, Labourer Wigan
 Pet Aug 29 Ord Aug 29
 FOWNE, KATE LAMB FOWNE, Eastbourne, Proprietress of
 Boarding House Eastbourne Pet Aug 22 Ord
 Aug 22
 RASHLEY, HERBERT GEORGE, Ventnor, I of W, Fruiterer
 and Florist Newport and Ryde Pet Aug 29 Ord
 Aug 29

READ, EDWARD, Ramsgate, Grocer Canterbury Pet July 15 Ord Aug 29
 RICHARDS, GEORGE WILLIAM, Doddington, Cambridge, Labourer Peterborough Pet Aug 31 Ord Aug 31
 RUSSELL, JOSEPH HENRY, Wallington, Clerk Croydon Pet Aug 30 Ord Aug 30
 TARRY, HARRIS JAMES, Northampton, Baker Northampton Pet Aug 29 Ord Aug 29
 VON SCHARBEL, HEDD WILHELM FRIEDRICH, Westcliff, Southend on Sea, Commission Agent Chelmsford Pet Aug 29 Ord Aug 29
 WADE, REGINALD DUDLEY, Withypool, Devon Taunton Pet Aug 8 Ord Aug 30
 WARDLE, JOHN, Ticknall, Derby, Tailor Burton on Trent Pet Aug 29 Ord Aug 29
 WILKINSON, ALFRED JOHN, Gt Hale, Lines, Grocer Boston Pet Aug 27 Ord Aug 27

Amended notice substituted for that published in the London Gazette of Aug 30:
 DACE, JOHN, Altrincham, Cheshire, Greengrocer Manchester Pet Aug 25 Ord Aug 25

London Gazette.—TUESDAY, Sept. 6.

RECEIVING ORDERS.

ANDREW, FREDERICK, Bridlington, Tailor Scarborough Pet Sept 1 Ord Sept 1
 ASTON, JOHN THOMAS, Wolverhampton, Insurance Agent Wolverhampton Pet Sept 3 Ord Sept 3
 BIRKETT, WILLIAM JOHN, Derby, Greengrocer Derby Pet Sept 2 Ord Sept 2
 BRAYSHAW, SAMUEL, Gt Horton, Bradford Bradford Pet Sept 1 Ord Sept 1
 BRYANT, THOMAS, and THOMAS PAYNTER, Darwen, Lancs, Draper Blackburn Pet Sept 1 Ord Sept 1
 BUNKS, DAVID THOMAS, Dinas, Glam, Vanman Pontypridd Pet Sept 2 Ord Sept 2
 CUSWORTH, FREDERICK WILLIAM, Heckmondwike, Hosier Dewsbury Pet Sept 1 Ord Sept 1
 DUDLEY, WILLIAM, Wolverhampton, Bedding Manufacturer Wolverhampton Pet Sept 2 Ord Sept 2
 FURNACE, JOSHUA FRANK, Workington, Cumberland, Watchmaker Workington Pet Sept 1 Ord Sept 1
 GARNER, JOSEPH, Castle St, Furner High Court Pet Sept 1 Ord Sept 1
 HAGUE & SON, JOHN, Nottingham, Printers Nottingham Pet Aug 19 Ord Aug 31
 HEADBERT, CORNELIUS WILLIAM, Leicester, Animal Specialist Leicester Pet Sept 2 Ord Sept 2
 HILL, ROBERT, Ealing, Bradford Pet Aug 13 Ord Sept 2
 HOUNSELL, BERNARD WILHELM, Queen Victoria St, Southam, High Court Pet Sept 1 Ord Sept 1
 JOHNSON, EDWIN, Knaresbro, Pig Dealer York Pet Sept 1 Ord Sept 1
 JOSEPHSON, COPELOVITZ, and H JAFFE, Stepney, Printers High Court Pet Aug 12 Ord Sept 2
 LENDON, SAMUEL, Winkfield, Devon, Innkeeper Barnstaple Pet Sept 2 Ord Sept 2
 LITTLE, FREDERICK STEPHEN, New Hunstanton, Norfolk, Insurance Agent King's Lynn Pet Sept 2 Ord Sept 2
 LONG, FREDERICK CHARLES, Southampton, Dairyman Southampton Pet Sept 3 Ord Sept 3
 MACDONALD, GRANT WILLIAM, Spalding Peterborough Pet Sept 1 Ord Sept 1
 MACDUFF, JOHN WILLIAM, Moss Side, nr Manchester Salford Pet Sept 3 Ord Sept 3
 NORTON, HARRY, Burton on Trent, Pork Butcher Burton on Trent Pet Sept 1 Ord Sept 1
 ROBINSON, ARTHUR, Chiswick, Mechanic Brentford Pet Aug 31 Ord Aug 31
 SCOTT, J E & H, King William St, Solicitors High Court Pet July 14 Ord Aug 19
 SLEIGH, ARTHUR, Walsall, Saddlers' Ironmongers' Packer Walsall Pet Sept 1 Ord Sept 1
 TRANTER, ALFRED, Walsall, Baker Walsall Pet Aug 31 Ord Aug 31
 WALKER, THOMAS, Newland, Kingston upon Hull, Cowkeeper Kingston upon Hull Pet Sept 1 Ord Sept 1
 WARNER, ARTHUR BARTON, York, Tobacconist York Pet Sept 3 Ord Sept 3

FIRST MEETINGS.

ANDREW, FREDERICK, Bridlington, Tailor Sept 14 at 12.15
 AXON, JAMES, Thurnes, Yorks, Colliery Labourer Sept 14 at 12 Off Rec, Figgate in, Sheffield
 BALL, THOMAS, Rotham, Yorks, Watchmaker Sept 14 at 1 Off Rec Figgate in, Sheffield
 BARLOW, WILLIAM SWIFT, Sheffield, Tobacconist Sept 14 at 12.30 Off Rec, Figgate in, Sheffield
 BENNETT, CHARLES, Deddington, Oxford, Farmer Sept 14 at 12 Off Rec, 1, St Aldate's, Oxford
 BRAYSHAW, SAMUEL, Bradford Sept 15 at 3 Off Rec, 19, Tyndal St, Bradford
 BUNSTEAD, ARTHUR ROBERT, Ipswich, Miller Sept 14 at 11 Off Rec, 36, Princes St, Ipswich
 COOK, WILLIAM, Watford, Coal Merchant Sept 14 at 12 14, Bedford row
 COOK, JOHN EDWARD, Blofield, Norfolk, Wine Merchant Sept 19 at 3 Off Rec, 8, King St, Norwich
 COTTELL, THOMAS, Keyham, Devonport, Builder Sept 15 at 11 Off Rec, 6, Athensum ter, Plymouth
 CUSWORTH, FREDERICK WILLIAM, Heckmondwike, Yorks, Hosier Sept 14 at 11 Off Rec, Bank chmbrs, Corporation St, Dewsbury
 DACE, JOHN, Altrincham, Cheshire, Greengrocer Sept 14 at 2.30 Off Rec, Byrom St, Manchester
 DAVIES, EDWARD, Newtown, Montgomery, Farmer Sept 29 at 10.15 1, High St, Newtown
 GARNER, JOSEPH, Castle St, Furner Sept 15 at 12 Bankruptcy bldgs, Carey St
 GODMAN, ROTHAM, Birmingham, Baker Sept 14 at 11 174, Corporation St, Birmingham
 GROSS, MARCUS, Newcastle on Tyne, Hairdresser Sept 16 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
 HANDLEY, HARRY, Sarsden, Sharnhall, nr Wolverhampton, Farmer Sept 15 at 11 Off Rec, Wolverhampton
 HARRIS, SAMUEL, Brentwood Sept 15 at 3 14, Bedford row
 HATFIELD, CHARLES HALTON, Leighton Buzzard, Milnerman Sept 15 at 12 Off Rec, Bridge St, Northampton

HOUNSELL, BERNARD WILHELM, Balham, Journalist Sept 15 at 11 Bankruptcy bldgs, Carey St
 LILLEY, JOSEPH EDWARD, Wolverhampton, Pork Butcher Sept 15 at 11.30 Off Rec, Wolverhampton
 JOHN, WILLIAM EDMUND, Pontypridd, Painter Sept 14 at 12 135, High St, Merthyr Tydfil
 JOHNSON, EDWIN, Knaresbro, Pig Dealer Sept 15 at 12.15 Off Rec, The Red House, Duncombe pl, York
 JONES, JAMES, Sadler Gate Bridge, Derby, Fish Salesman Sept 14 at 12 Off Rec, 47, Full St, Derby
 KIRBY, WILLIAM ALPHAREDO, Scarborough, Farmer Sept 14 at 11.30 74, Newborough, Scarborough
 LANBERT, ALFRED, Norwich, Cycle Engineer Sept 19 at 12.30 Off Rec, 8, King St, Norwich
 LATHAM, JAMES FREDERICK, Kates Hill, Dudley, Worcester, Carpenter Sept 14 at 11 Off Rec, 109, Wolverhampton St, Dudley
 LAWRENCE, FREDERICK WILLIAM, Cambridge, Cycle Agent Sept 14 at 12 Off Rec, 5, Petty Cur, Cambridge
 LEE, JAMES, Wrexham, Coal Dealer Sept 16 at 12 The Priory, Wrexham
 LESTER, PERCIVAL TOWNSEND, Northampton, Commercial Traveller Sept 16 at 12 Off Rec, Bridge St, Northampton
 MACAULAY, CHARLES, Sheffield, Cutlery Manufacturer Sept 14 at 11.30 Off Rec, Puttree In, Sheffield
 MARRIOTT, CHARLES, Sparkhill, Worcester, Japanner Sept 16 at 11 174, Corporation St, Birmingham
 MARTIN, HENRY, Walsall Sept 14 at 10 Off Rec, Wolverhampton
 MARTIN, NORMAN, Chelsea, Baker Sept 16 at 11 Bankruptcy bldgs, Carey St
 MAY, GEORGE, and JOHN PARKER, King's hill, Wednesbury, General Ironfounders Sept 14 at 10.15 Off Rec, Wolverhampton
 MOFFATT, ROBERT, Liverpool, Merchant Sept 14 at 12 Off Rec, 35, Victoria St, Liverpool
 NEDHAM, CHARLES, Birmingham, Commission Agent Sept 15 at 11 174, Corporation St, Birmingham
 PETTITT, JOHN, Gt Horseley, Essex, Taxidermist Sept 14 at 11.30 Off Rec, 36, Princes St, Ipswich
 POWELL, ALBERT EDWARD, Reading, Auctioneer Sept 16 at 12 Queen's Hotel, Reading
 POWELL, KATE LAMB POWELL, Eastbourne Sept 15 at 2.30 County Court Offices, Seaside rd, Eastbourne
 RASHLEY, HERBERT GEORGE, Ventnor, Fruiterer Sept 17 at 1 Off Rec, 19, Quay St, Newport, I W
 RICHARDSON, GEORGE, Stockton on Tees, Dairyman Sept 16 at 12.30 Off Rec, 8, Albert rd, Middlesbrough
 RODIN, THOMAS EDWARD, Newcastle on Tyne, Insurance Agent Sept 14 at 12 Off Rec, 30, Molesey St, Newcastle on Tyne
 ROSS, GEORGE, Queen Victoria St Sept 15 at 11 Bankruptcy bldgs, Carey St
 STIFF, ALFRED, Lowestoft, Builder Sept 17 at 12.30 Off Rec, 8, King St, Norwich
 TARRY, HARRIS JAMES, Northampton, Baker Sept 14 at 12 Off Rec, Bridge St, Northampton
 THOMAS, ARTHUR ERNEST, Roath Park, Cardiff, Typewriter Manager Sept 14 at 11.30 117, St Mary St, Cardiff
 THOMAS, JOHN HENRY, Bulth Wells, Brecon, Grocer Sept 16 at 2 Off Rec, 42, St John's hill, Shrewsbury
 WARNER, THOMAS, Aston Manor, Warwick, Baker Sept 14 at 12 174, Corporation St, Birmingham
 WELLS, FRANK HOWARD, Sheffield, Grocer Sept 14 at 11 Off Rec, Figgate in, Sheffield
 WILKINSON, ALFRED JOHN, Great Hale, Lines, Grocer Sept 22 at 12.45 Off Rec, 4 and 6, West St, Boston
 WILLIAMS, EDWIN, Tir Phil Glam, Collier Sept 15 at 12 135, High St, Merthyr Tydfil
 WYATT, WILLIAM, jun, Hermitage, Cerne, Dorset, Farmer Sept 14 at 12 Off Rec, City chmbrs, Endless St, Salisbury

ADJUDICATIONS.

ANDREW, FREDERICK, Bridlington, Yorks, Tailor Scarborough Pet Sept 1 Ord Sept 1
 ASTON, JOHN THOMAS, Wolverhampton, Insurance Agent Wolverhampton Pet Sept 3 Ord Sept 3
 BARNETT, D, Marylebone mews, St John's Wood, Cab Proprietor High Court Pet July 11 Ord Sept 1
 BIRKETT, WILLIAM JOHN, Derby, Greengrocer Derby Pet Sept 2 Ord Sept 2
 BRAYSHAW, SAMUEL, Bradford Bradford Pet Sept 1 Ord Sept 1
 BRYANT, THOMAS, and THOMAS PAYNTER, Darwen, Lancs, Draper Blackburn Pet Sept 1 Ord Sept 1
 BUNKS, DAVID THOMAS, Dinas, Glam, Vanman Pontypridd Pet Sept 2 Ord Sept 2
 CLARKE, ALFRED BUTLER, Nottingham, Builder Nottingham Pet July 25 Ord Sept 1
 COATES, WILLIAM JOHN, Eccles, nr Manchester, Accountant Manchester Pet July 19 Ord Sept 2
 CUSWORTH, FREDERICK WILLIAM, Heckmondwike, Yorks, Hosier Dewsbury Pet Sept 1 Ord Sept 1
 DOWLING, HENRY FRANCIS, Fenchurch St High Court Pet June 29 Ord Aug 29
 DUDLEY, WILLIAM, Wolverhampton, Bedding Manufacturer Wolverhampton Pet Sept 2 Ord Sept 2
 EDRIDGE, CHARLES EDWARD, Croydon, Tea Merchant High Court Pet Aug 21 Ord Sept 2
 FURNACE, JOSHUA FRANK, Workington, Cumberland, Watchmaker Cockermouth Pet Sept 1 Ord Sept 1
 GARNER, JOSEPH, Castle St, Furner High Court Pet Sept 1 Ord Sept 1
 GIBBS, WILLIAM HENRY, Saxmundham, Suffolk, Builder Ipswich Pet Aug 8 Ord Sept 2
 HERBERT, CORNELIUS WILLIAM, Leicester, Animal Specialist Leicester Pet Sept 2 Ord Sept 2
 HOLLAND, EDWIN WALTER, Birmingham, Hardware Merchant Birmingham Pet July 16 Ord Sept 1
 JOHNSON, EDWIN, Knaresbro, Pig Dealer York Pet Sept 1 Ord Sept 1
 LENDON, SAMUEL, Winkfield, Devon, Innkeeper Barnstaple Pet Sept 2 Ord Sept 2
 LITTLE, FREDERICK STEPHEN, New Hunstanton, Norfolk, Insurance Agent King's Lynn Pet Sept 2 Ord Sept 2
 LONG, FREDERICK CHARLES, Southampton, Dairyman Southampton Pet Sept 3 Ord Sept 3
 MACDONALD, GRANT WILLIAM, Spalding, Lines Peterborough Pet Sept 1 Ord Sept 1

MACDUFF, JOHN WILLIAM, Moss Side, nr Manchester Salford Pet Sept 3 Ord Sept 3
 MASON, JOHN, Anfield, Liverpool, Commercial Traveller Liverpool Pet July 30 Ord Sept 1
 NEDHAM, CHARLES, Birmingham, Commission Agent Sept 15 at 11 174, Corporation St, Birmingham
 NORTON, HARRY, Burton on Trent, Pork Butcher Burton on Trent Pet Sept 1 Ord Sept 1
 ROBINSON, ARTHUR, Chiswick, Mechanic Brentford Pet Aug 31 Ord Aug 31
 SCHWEDERSKY, ERNEST HUGO, Kingston upon Hull, Coal Agent Kingston upon Hull Pet Aug 18 Ord Sept 2
 SLEIGH, ARTHUR, Walsall, Saddlers' Ironmongers' Packer Walsall Pet Sept 1 Ord Sept 1
 THOMAS, JOHN HENRY, Bulth Wells, Brecon, Grocer Newtown Pet Aug 30 Ord Sept 3
 TRANTER, ALFRED, Walsall, Baker Walsall Pet Aug 31 Ord Aug 31
 WALKER, THOMAS, Kingston upon Hull, Cowkeeper Kingston upon Hull Pet Sept 1 Ord Sept 1
 WARNER, ARTHUR BARTON, York, Tobacconist York Pet Sept 3 Ord Sept 3
 WHITMAN, CLARENCE LEOPOLD, Boxhill, Builder Hastings Pet Aug 6 Ord Aug 31

Where difficulty is experienced in procuring the SOLICITORS' JOURNAL with regularity it is requested that application be made direct to the Publisher, at 27, Chancery-lane.

LAW.—Solicitor (31; married) Desires Managing Clerkship in good Conveyancing or Public Appointment Office; ten years' London and six years' country experience (nine years managing clerk); accustomed to carry through heavy conveyancing, probate, and litigious matters; capable of advising and acting without supervision; practical knowledge of Magisterial Law.—BARNFIELD, care of Messrs. Robbins, Billing, & Co., 213, Strand, W.C.

LAW.—Solicitor (31) Desires Conveyancing or General Managing Clerkship; twelve years' general practical experience (London and country); sound Conveyancer; moderate salary; excellent references.—W., 7, Cornwall-road, Baywater, London, W.

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